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Price Agreement Amendment



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS CAPITOL HILL PROVIDENCE RI 02908

MATTHEW J CIMINI
30 BROWN ST
E NORTH PROVIDENCE RI 02904
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CONSTABLE SERV/CHILD SUPPORT

Amendment Date: 12/11/2003 Original Award Date: 02/09/1999

> Buyer: MOYNIHAN, JEROME D Phone #: (401) 222 - 2142 ext. 119 FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

Award Number 68M00211248

Effective Period: 02/15/1999 _ 02/14/2009

ADMINISTRATION
H MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

RELEASE AGAINST RI MPA
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MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

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Change Order Note: CHANGE ORDER #1

Department ADMINISTRATION					Bid Number	C/O Req#
			MPA-259	1069/10290		
tem	Class-Item	Bid#	Requisition #	•	Unit	Unit Price
	CHANGE ORDER	R #1				
	CHANGE TO PO	#68M00211248 DATE	D 2/9/99.			
	THE EFFECTIVE PERIOD HAS BEEN EXTENDED TO 2/14/09.					

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us.

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE					
ACCOUNTING	DATE RELEASED				

Notice of Price Agreement Award

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS CAPITOL HILL PROVIDENCE RI 02908

Page 1 of 2 Printed: 7/29/2003

MATTHEW J CIMINI
30 BROWN ST
NORTH PROVIDENCE RI 02904

Award Number Effective Period:
68M00211248 2/15/99 - 2/14/04

ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Date: 02/09/1999
Buyer: JEROME MOYNIHAN
Shipping: F.O.B., Destination

Terms: Net 30

ADMINISTRATION
WASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

	Terms. Net 30			Е		
Department					Bid Number	Requisition Number
ADMINISTRATION MPA-259					1069/10290	
Item					Unit	Unit Price
	02/15/1999 - 02/14/2004					
	MASTER PRICE AGREEMENT #259					
	THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor. AUTHORIZATION AND RELEASE. In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.					
	A Direct Purchase Order (DPO) shall be created by the a using the pricing and format set forth in the Master Blank described in the Master Blanket and is considered to be Agreement, unless specifically noted to the contrary here freight. Freight, taxes, surcharges, or other additional charges in Master Blanket.	ket. All pricing fixed and firm ein. All prices	g shall be as for the term o include prepa	of the		

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.



STATE PURCHASING AGENT/DESIGNEE

Notice of Price Agreement Award

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MATTHEW J CIMINI

30 BROWN ST

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS CAPITOL HILL PROVIDENCE RI 02908

Page 2 of 2 Printed: 7/29/2003

CONSTABLE SERV/CHILD SUPPORT

Award Number Effective Period:

68M00211248 2/15/99 - 2/14/04

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

NORTH PROVIDENCE RI 02904

Date: 02/09/1999

Buyer: JEROME MOYNIHAN Shipping: F.O.B., Destination

Terms: Net 30

ADMINISTRATION

WASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department			Bid Number	Requisition Number
ADMINISTRATION MPA-259			1069/10290	
Item			Unit	Unit Price
	EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN A REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUBEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BC ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENURI 02904 (401-222-2056)			
	STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, so agencies), as authorized by law, may participate in this Agreement. A billing shall be between the vendor and the political subdivision (only).			
	THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPP COMPLIANCE.	PORTUNITY		
	CONSTABLE SERVICE FOR CHILD SUPPORT SERVICES.			
1.0	PRICE PER EACH SUCCESSFUL SERVICE			30.00
	DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENORMILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY REND TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END COPERIOD IS AUTOMATICALLY CANCELLED. VENDOR TELEPHONE #: 401-724-5505			
	VERBOIL FIELD FIGURE #. 101721 0000			

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.



STATE PURCHASING AGENT/DESIGNEE

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

<u>State Agencies</u> shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

<u>DELIVERY</u> – If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

<u>INVOICING</u> – All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

<u>PAYMENT</u> - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.